

# Optima Bike Policy Wording

# What's inside...

Introducing your Optima Bike policy	4
Your cover	6
Liability to others	7-8
No claim discount	9
Temporary replacement bike	9
A guide to making a claim	13-14
What to do if you have an accident	17

# To make a claim, call 0845 126 2599 Please add this number to your mobile phone



# Contents

What our terms mean	3
Introducing your Optima Bike Policy	4
Our contract with you	4
Choice of law	4
Cooling off period	4
Our customer care policy	5
Your cover	6
Loss of or damage to your motorcycle,	
its accessories or spare parts	6-7
Liability to others	7
Cover provided for you	7
Cover provided for other people	7
Cover for legal personal representatives	8
Legal expenses	8
Hospital treatment	8
Use abroad	8-9
Additional benefits	9
No claim discount	9
Cover when your motorcycle is being	
serviced, overhauled or repaired	9
New motorcycle benefit	9
Hotel or travel expenses	9
General exceptions	10
Policy conditions	11-12
A guide to making a claim	13-14
What to do in the event of an accident	17

# What our terms mean

Any word or expression which is defined on this page is to have the same meaning wherever it appears in the policy documents irrespective of its typeface or colour.

## You

The policyholder whose name is on the **schedule** or, in the event of **your** death, **your** legal personal representatives.

## We, us, Ageas Insurance

Ageas Insurance Limited.

### Your Bike or Your Motorcycle

Any **bike**, motorbike or **motorcycle** for which **you** have a current **certificate of motor insurance** under this policy.

### **Certificate of Motor Insurance**

Evidence that you have motor insurance as required by law.

# **Pollution or Contamination**

All **pollution** or **contamination** of buildings or other structures or of water or land or the atmosphere.

All injury loss or damage directly or indirectly caused by the **pollution** or **contamination**.

### **Market Value**

The cost of replacing **your motorcycle** with a **motorcycle** of the same make, model, specification, age, mileage and condition as **your motorcycle** was immediately before the loss or damage **you** are claiming for.

# **United Kingdom**

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

### **Great Britain**

England, Scotland and Wales.

### Excess

The first amount of any claim which **you** will be responsible for if **your motorcycle** is lost, stolen or damaged.

# Young Rider

A person under 30 years old at the time of an event which **you** or they may be entitled to claim for.

### **Inexperienced Rider**

A person who has a provisional licence or a person who has held a full licence for less than 12 months at the time of an event which **you** may be entitled to claim for.

# **The Schedule**

The **schedule** attached to this policy. Please read the **schedule** carefully as it sets out the cover **we** will give **you** under this policy.

We will give you a replacement schedule whenever you renew the policy or if you make any changes to the policy during the period of insurance.

The terms used in the **schedule** to define the cover have the following meaning:

### Comprehensive

All parts of this policy apply.

#### Third party, fire and theft (TPF&T)

All parts of this policy apply. Part A1 and Part B will only apply for loss or damage resulting from fire or theft or an attempted theft.

# Third party only (TPO)

All parts of this policy apply except for Part A1 and Part B.

# Fire and theft only (F&T)

Part A1 of this policy applies but only for loss or damage resulting from fire or theft or an attempted theft.

### Accessories

Items which are permanently attached to **your motorcycle**. Helmets, gloves and other items **you** wear are not included.

# **Acts of Terrorism**

The use or threatened use of any action, force or violence by any person or group of people whether acting alone or on behalf of any organisation or government committed for political, religious, ideological or similar purposes including the intention to influence any government or to intimidate and/or put in fear the public or any section of the public.

# Introducing your Optima Bike policy

# Our contract with you

This policy is a contract solely between **you** and **us**. It is not intended that the Contracts (Rights of Third Parties) Act 1999 should confer any additional rights under this policy in favour of any third party.

The proposal (or any statement of fact or statement of insurance prepared from information **you** have provided) and declaration **you** make are part of this contract. The **schedule**, any endorsements and the **certificate of motor insurance** are all part of this policy. **You** must read them all as one document. **We** will insure **you** against legal liability, loss or damage under the sections shown in the **schedule** during any period of insurance set out in the **schedule**. **You** must keep to the conditions of this policy.

The cover applies throughout **Great Britain**, Northern Ireland, the Isle of Man, Channel Islands and any other country which is a member of the European Union except when **we** say otherwise. **Your motorcycle** is also covered when in transit within these countries and between any of their ports.

On behalf of Ageas Insurance Limited.

François-Xavier Boisseau - CEO, Insurance Ageas Insurance Limited

# The law which applies to our contract

English law will apply to this contract unless **you** and **we** agree otherwise. (If **you** live in Jersey, the law of Jersey will apply to this contract and the Jersey courts will have exclusive jurisdiction over disputes between **us** and **you** in relation to it.)

### Language

The contractual terms and conditions and other information relating to this contract will be in the English Language.

## Important

Please read this policy, **schedule**, any endorsements and certificate of insurance carefully and make sure that they meet **your** needs. If **you** have any queries please contact **your** broker or intermediary who will be glad to help **you**. Please keep this policy, **schedule**, any endorsements and certificate of insurance in a safe place. **You** may need to refer to them if **you** make a claim.

# **Cooling off period**

We hope that you will be happy with your insurance policy. However, if this policy does not meet your needs you have 14 days from the date you received your policy documents to cancel the policy and get a full refund. (We will not give you a refund if you have claimed for the total loss of your motorcycle or an incident has happened where you could make a claim for a total loss).

To cancel **your** policy, please contact the insurance broker or intermediary who sold **you your** policy.

To get a refund, **you** must return this policy and any **certificate of motor insurance** or cover note.

# Our customer-care policy

We are committed to treating our customers fairly. However, we realise that there may be times when things go wrong. If this happens, please use the most suitable contact from the following.

If you have a complaint about your claim, please telephone us on the number shown in your claims documents. Alternatively you can write to us at the address shown below or email us through our website at www.ageas.co.uk/complaints. Please tell us your name and your claim number or policy number and the reason for your complaint. We may record phone calls.

Customer Service Adviser Ageas Insurance Limited Ageas House Hampshire Corporate Park Templars Way Eastleigh Hampshire SO53 3YA

If **your** complaint is about the way **your** policy was sold to **you**, please contact **your** insurance agent to report **your** complaint.

We promise to:

- try to resolve your complaint by the end of the next working day. If we are unable to do this, we will write to you within five working days.
- tell you the name of the person managing your complaint when we send our acknowledgement letter; and
- aim to resolve your complaint within 20 working days. If this
  is not possible for any reason, we will write to let you know
  when we will contact you and provide you with our final
  response.

# **Financial Ombudsman Service**

You may be able to pass your complaint to the Financial Ombudsman Service if you are not satisfied with our final response, or if we have not issued our final response within 8 weeks from you first raising the complaint. The Financial Ombudsman Service is an independent organisation and will review your case.

Their address is: The Financial Ombudsman Service Exchange Tower Harbour Exchange Square London E14 9SR Phone: 0800 023 4567 if calling from a land line or 0300 123 9123 if calling from a mobile. You can visit the Financial Ombudsman Service website at www.fos.org.uk The ombudsman's service is available to personal policyholders. Their service is also open to charities, trustees and small businesses with income or assets within defined limits. You can get more information from us or the

of the ombudsman. If you take any of the action mentioned above, it will not affect

your right to take legal action.

# Prudential Regulation Authority & Financial Conduct Authority

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **You** can check their website (**www.fca.org.uk**), which includes a register of all the firms they regulate. Or **you** can phone them on **0845 606 1234**.

# **Financial Services Compensation Scheme**

If **we** cannot meet **our** liabilities, **you** may be entitled to compensation from the Financial Services Compensation Scheme. Claims for compulsory insurance, such as third party motor insurance, are covered in full. Any claims made to the Financial Services Compensation Scheme for non-compulsory (optional) insurance, such as damage to the insured car and for any unused premium, are covered up to 90% of the value of the claim submitted.

You can get more information from the Financial Services Compensation Scheme at www.fscs.org.uk or by phone on 020 7741 4100.

# Your cover

# Loss of or damage to your motorcycle, its accessories or spare parts (Part A1)

What is insured	What is not insured
<ul> <li>If your motorcycle is lost, stolen, or damaged, we will either:</li> <li>repair the damage;</li> <li>replace what is lost or is damaged beyond economical repair; or</li> <li>pay you cash for the amount of the loss or damage.</li> </ul>	<ul> <li>This applies to all claims under Part A1 of the policy.</li> <li>We will not pay for any of the following:</li> <li>any excess shown in the schedule;</li> <li>loss of use, loss of value, wear and tear;</li> <li>mechanical, electrical, electronic or computer failures or breakdowns;</li> </ul>
<ul> <li>We have the right to choose which action to take in the case of any claim.</li> <li>Accessories and spare parts which are only for your motorcycle, and are on your motorcycle, at the time of the loss or damage, will be covered in the same way.</li> </ul>	<ul> <li>damage to tyres from braking or by road punctures, cuts or bursts;</li> <li>loss, destruction or damage caused directly by pressure waves caused by aircraft and other aerial devices travelling at or above the speed of sound;</li> </ul>
If a replacement for any damaged accessory or part of your motorcycle is not available we will pay the value of the accessory or part at the time of the loss. We will not pay more than the manufacturer's last quoted list price in the United Kingdom for the accessory or part. If such a list price is not available the most we will pay is the manufacturer's last quoted list price in the United Kingdom for an equivalent accessory or part. We may use accessories or parts, including recycled parts, which are not made or supplied by the manufacturer of your motorcycle but are of a similar type and quality to the parts we are replacing. We will not be responsible for additional storage costs caused by the unavailability of an accessory or part into the United Kingdom. The most we will pay is the market value of your motorcycle, accessories and spare parts at the time of the loss or damage. In the event we cannot determine the market	<ul> <li>any reduction in the market value of your motorcycle following any repair whether or not as a result of any claim under this policy;</li> <li>loss of or damage to any trailer, sidecar or caravan whether or not it is being towed by or attached to your motorcycle;</li> <li>loss of your motorcycle by deception by someone who claims to be a buyer or a buying or selling agent;</li> <li>any further damage caused after an accident due to your motorcycle being used under its own power;</li> <li>loss of or damage to any telephone communication, satellite navigation equipment, radio, cassette, disc player or similar apparatus or accessories or parts of any such apparatus. This does not apply if there is an endorsement in the schedule saying otherwise;</li> <li>loss of or damage to your motorcycle caused by any government or public or local authority legally taking, keeping or destroying your motorcycle;</li> <li>loss or damage resulting from the repossession of the</li> </ul>

loss or damage. In the event **we** cannot determine the **market value**, **we** will not pay more than the amount for which **you** insured them. If **your motorcycle** is under a hire purchase or leasing agreement, **we** will pay any claim to the legal owner.

If **your motorcycle** cannot be ridden because of the loss or damage covered under this policy **we** will pay the reasonable cost of protecting **your motorcycle** and taking it to the nearest competent repairer. After it has been repaired **we** will pay the reasonable cost of delivering it to **your** address in the **United Kingdom**.

# motorcycle or restitution to its rightful owner; or loss or damage to your unattended motorcycle if the keys (or any alternative electronic or mechanical device designed to operate the ignition systems of the motorcycle) are in or on your motorcycle.

# Loss of or damage to your motorcycle, its accessories or spare parts (Part A1) continued

What is insured	What is not insured
<ul> <li>If your motorcycle is damaged by something covered under this policy you must:</li> <li>do whatever is necessary to protect your motorcycle and its accessories; and</li> <li>report the incident to us as soon as possible. Please refer to page 13 to 14 for full information on the reporting of claims.</li> </ul>	Young riders & inexperienced riders:If your motorcycle or any of its accessories and spareparts are damaged while it is being ridden by a young rideror an inexperienced rider, you will be responsible for thefirst part of the cost, on top of any compulsory and voluntaryexcesses set out in your schedule, as shown below.Young riderAmount you pay
For details relating to audio and satellite navigation equipment, please read <b>your schedule</b> . For details relating to loss of keys and replacement of locks, please read <b>your schedule</b> .	Under 21 years£15021-24 years£10025-29 years£50Inexperienced rider£50You will not have to pay the amount stated if the damage is caused by fire, theft, attempted theft or malicious damage.

# Liability to others

## What is insured

# Cover provided for you (Part A2)

This policy covers **you** for:

- all you legally have to pay for the death of or personal injury to any person as a result of an incident involving your motorcycle; and
- damage to any property as a result of an incident involving your motorcycle, but the indemnity against liability including all costs, expenses and indirect losses other than those covered under legal expenses (Part A5) for such damage is limited to £20,000,000 in respect of any such incident or series of incidents arising out of one event.

The same cover will apply if **you** are riding in the **United Kingdom** any other **motorcycle** which the **certificate of motor insurance** allows **you** to ride providing **you** have the owner's permission to ride and the vehicle insured under this policy has an engine size of 351cc or more.

You must inform us immediately of the disposal of your motorcycle as shown on your certificate of motor insurance. All cover under this policy will cease unless a replacement motorcycle is acquired and details notified to us within seven days of the disposal of the originally insured motorcycle.

# **Cover provided for other people (Part A3)**

#### What is insured:

If **you** ask, **we** will provide the same cover to the following people:

- anyone you allow to ride your motorcycle if allowed by your certificate of motor insurance;
- anyone you allow to use your motorcycle for social domestic and pleasure purposes (this does not include riding);
- anyone travelling on or getting on or off your motorcycle; and
- your employer for any motorcycle you or they use and which is covered by this policy. Your employer must have your permission and the rider and use must be allowed by your certificate of motor insurance. Except for your motorcycle any such motorcycle must not belong to or be hired to your employer.

## What is not insured

This applies to all claims under Parts A2 and A3 of the policy. **We** will not pay for any of the following:

- loss of or damage to property belonging to, or in the custody or control of, any person insured under this part of the policy;
- anyone riding your motorcycle who has never held a licence to ride it or who is disqualified from holding or applying for such a licence;
- anyone who fails to keep to any of the terms, exceptions, conditions and endorsements of this policy;
- anyone entitled to cover under any other policy;
- liability for the death of or injury to any person arising out of their employment by any person insured under this policy except as required under the Road Traffic Acts; or
- loss of or damage to any motorcycle being used or ridden under this part of the policy.

# Liability to others - continued

#### What is insured

# Cover provided for legal personal representatives (Part A4)

If anyone insured under the policy dies we will transfer to their estate the protection we provide under this policy.

# Legal expenses (Part A5)

#### General representation:

If we give our prior written permission we will pay the fee for a solicitor to:

- represent any person insured under this policy at any coroner's inquest or fatal accident inquiry; and
- defend any person insured under this policy in a court of summary jurisdiction in connection with any accident which you may be able to claim for under Parts A2 or A3 of the policy.

### Proceedings for manslaughter or causing death by dangerous driving or causing death while under the influence of drink or drugs:

We will pay for legal services to defend anyone insured under this policy if proceedings are taken against them for manslaughter or causing death by dangerous driving or causing death while under the influence of drink or drugs. The following conditions apply to this cover:

- you must ask us to provide and we must agree to provide the cover;
- . liability for the death(s) giving rise to the proceedings must be covered under this policy; and
- the event causing the death(s) must have happened in the • United Kingdom.

# Hospital treatment (Part A6)

We will pay hospital treatment fees as required under the Road Traffic Acts.

# Use abroad

#### What is insured What is not insured Unless we have agreed to extend full policy cover for use of Foreign use (Part A7) your motorcycle outside the European Union, we will not This policy provides cover to use your motorcycle in any pay for any of the following: country which is a member of the European Union. loss of or damage to your motorcycle or its accessories This policy provides the minimum cover you need by and spare parts; law in any other country which agrees to meet European any third party liability which is more than the minimum Commission Directives on motor insurance and satisfies cover required by the European Commission Directives; or the European Commission that it has made arrangements • any claim arising out of the use of your motorcycle in any to meet the requirements of these Directives. country outside the European Union that does not meet We will automatically extend this cover to that shown in the European Commission Directives. your policy schedule for these countries subject to your trip length not exceeding 90 days and being of a temporary nature (such as a holiday). For this wider cover to apply you must: **Extended cover**

What is not insured

If we agree we will provide the wider cover shown in your schedule while your motorcycle is being used outside the European Union or while your motorcycle is in transit between the European Union and any other country which we have agreed to provide cover for.

- request us to provide the cover before your departure;
- tell us which countries you are visiting;
- tell us your date of departure and return; and •
- pay any required additional premium.

# **Use abroad - continued**

#### International motor insurance certificate (Green Card)

A Green Card is no longer required for travel within those countries which are members of the European Union or which meet the requirements of the European Commission Directives on motor insurance.

For travel outside these countries a Green Card will be issued showing the countries and dates for which the wider policy cover is being provided.

# Additional benefits – all policies

#### No claim discount

 If no claim is made **you** will qualify for a no claim discount. **You** cannot transfer **your** no claim discount to someone else.

We will allow the maximum no claim discount if **you** do not claim for nine years.

- 2 If **we** pay emergency treatment fees under the Road Traffic Acts it will not affect **your** no claim discount.
- 3 You can ask us for information on how your no claim discount may be affected by a claim.

### Customs duty/delivery costs

If **your motorcycle** cannot be ridden because of loss or damage covered by this policy and subject to prior agreement, we will pay the reasonable cost of delivering **your motorcycle** to **your** address in the **United Kingdom** and any customs duty **you** have to pay as a direct result of the loss or damage.

#### **Riding of other motorcycles**

Part A7 of the policy applies only to **your motorcycle**. If **your** certificate allows **you** to ride any other **motorcycle**, that cover does not apply outside the **United Kingdom**.

# Cover when your motorcycle is being serviced, overhauled or repaired

The level of cover specified on **your certificate of motor insurance** continues to apply to **your motorcycle** when it is in the hands of a motor trader, carrying on a business from a motor trade outlet or premises for service, overhaul or repair. On such occasions **we** will ignore the limitations about riding and use described in **your certificate of motor insurance**.

# Additional benefits – comprehensive policies only

What is insured	What is not insured
New motorcycle benefit (Part B4) If your motorcycle is stolen and not recovered or is damaged and the cost involved in the repair will be more than 70% of the purchase price (including motorcycle tax and VAT) at the time of the loss or damage we will replace your motorcycle with a new motorcycle of the same make and model. We will only do this if your motorcycle is less than six months old from the date of first registration as new in your name and a replacement motorcycle is available. We will only replace your motorcycle if you and any other known interested parties agree. The motorcycle being replaced will become our property. If we cannot obtain a replacement motorcycle of the same make and model we will pay you the purchase value of your motorcycle and its fitted accessories and spare parts at the time of the loss or damage.	
<ul> <li>Hotel or travel expenses (Part B6)</li> <li>If your motorcycle cannot be ridden after an accident or loss covered by this policy, we will pay:</li> <li>up to £50 for the first rider of the motorcycle to stay in a hotel for one night if you cannot continue your journey until the next day; or</li> <li>travel expenses of up to £100 in total for the first rider and any pillion who was travelling on the motorcycle.</li> <li>The most we will pay for any one event is £100.</li> </ul>	

# General exceptions – applicable to all of the policy

- 1 This policy does not apply when any **motorcycle** covered by it:
  - is being ridden by or is in the charge of any person not allowed to do so under your certificate of motor insurance;
  - is being used other than for the purposes shown in your certificate of motor insurance;
  - is being ridden with your permission by any person who you know has never held a licence or is disqualified from holding or applying for one;
  - is being ridden by, or in the charge of, a person who is not complying with the conditions or limitations of their driving licence, unless we must provide cover under the Road Traffic Acts;
  - is towing for reward a trailer or disabled mechanically propelled vehicle;
  - is towing more than one trailer or disabled mechanically propelled vehicle at any one time; or
  - is being ridden by **you**, if **you** do not hold a licence to ride that type of **motorcycle** or **you** are disqualified from holding or getting a licence.
- 2 This policy does not cover any liability incurred as a result of an agreement or contract unless that liability would have existed otherwise.
- 3 Except as required under the Road Traffic Acts, this policy does not cover any loss or damage caused by war, invasion, act of foreign enemy hostilities (whether or not war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or **acts of terrorism**.
- 4 This policy does not provide cover except under Parts A2, A3, A4, A5, A6 for any accident, injury, loss or damage caused by:
  - earthquake; or
  - riot or civil commotion if it happens outside Great Britain, the Isle of Man or the Channel Islands.
- 5 This policy does not cover any loss, damage or legal liability directly or indirectly caused by:
  - ionising radiations or contamination by radioactivity from irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
  - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it.

- 6 We will not pay for any liability, injury, damage or accident while the **motorcycle** is parked or is being ridden in any part of an airport or airfield set aside for:
  - moving, taking off or landing of aircraft;
  - aircraft parking areas and associated roads, and ground equipment parking, maintenance and refuelling areas; or
    customs examination areas of passenger terminals.
- 7 We will not be liable for death of or bodily injury to any person or damage to property directly or indirectly caused by pollution or contamination unless the pollution or contamination is directly caused by a sudden, identifiable, unintended and unexpected event which happens in its entirety at a specific time and place during the period of insurance. We will treat all pollution or contamination which arises out of one event as having happened at the time the event took place.

This exception will not apply in circumstances where **we** have to meet any compulsory motor insurance laws.

- 8 We will not pay the claim and all cover under the policy is forfeited if **you** or anyone acting for **you** makes a claim under the policy knowing the claim to be false, fraudulently inflated or supported by fraudulent documents or if loss, damage or injury is caused by **your** wilful act or with **your** connivance.
- 9 This policy will not cover loss, damage, injury or liability arising from any deliberate act by **you** or someone insured under this policy.

# Policy conditions – applicable to all of the policy

- You or your legal personal representatives must give us in writing as soon as possible full details of any event which could lead to a claim under this policy. You must also send us unanswered any letters, notices, writs or summonses you receive to do with the claim. If you know of any possible prosecutions, inquests or fatal accident inquiries you must tell us immediately in writing.
- 2 **You** must not admit responsibility or offer or promise anything without **our** written permission.
- 3 If we wish we may take over and deal with your claim in your name. We may also pursue any claim to recover for our benefit any money we have paid out under this policy. Anyone claiming cover under this policy must give us whatever information and help we need.
- 4 If at the time a claim is made under this policy any other policy exists that would cover the claim, we will pay only our share of the claim unless it says differently in this policy.
- You must do all you can to protect your motorcycle and keep your motorcycle in a road worthy condition.
   If we ask you must let us examine your motorcycle at any reasonable time.
- 6 Your motorcycle must have a current MOT certificate if applicable.
- 7 The insurance cover this policy provides depends on the terms, exceptions, conditions and endorsements in this policy document and the **schedule** which must be read as one document. Everyone claiming cover must do everything the policy requires for it to stay in force.
- 8 In the first year of **your** policy, **you** can cancel this policy at any time by writing to **us** and at the same time sending to **us your certificate of motor insurance**. As long as **you** have not made a claim under the policy or an incident has not occurred which may give rise to a claim, **we** will refund part of **your** premium on the following basis:
  - Up to one months cover 75%
  - Up to two months cover 62.5%
  - Up to three months cover 50%
  - Up to four months cover 37.5%
  - Up to six months cover 25%
  - Up to eight months cover 12.5%
  - Over eight months cover no refund

The policy will only be deemed to have been cancelled from the date **we** receive the **certificate of motor insurance**. **We** or **our** authorised agent may cancel this policy by giving **you** seven days' notice by letter. **We** will send this notice to **your** last known address (and in the case of Northern Ireland to the DVLNI).

The reason for cancellation will be set out clearly in the communication with **you**. Valid reasons include, but will not be limited to, those listed below;

- Changes to the information detailed on your proposal, statement of insurance or statement of fact, schedule or certificate of motor insurance which result in us no longer wishing to provide cover.
- Where the circumstances of a new claim, or an incident we have become aware of, result in us no longer wishing to provide cover.
- Where **we** suspect fraud on this or any other related policy.
- Where you, a person acting on your behalf, or any person covered to drive your vehicle uses threatening, intimidating or abusive behaviour or language towards our staff, suppliers or agents acting on our behalf, including your insurance broker or intermediary.
- Where any person claiming cover under this policy fails to provide **us** with any reasonable information **we** ask for.
- Where a misrepresentation has been made that results in **us** no longer wishing to provide cover.
- Where **we** are unable to collect a premium payment due to insufficient funds in the account **you** have nominated to pay from (notice will be sent to **your** last known address allowing **you** an opportunity to rectify the situation, and confirming that a second attempt to collect the payment will be made).
- Where we are unable to collect a premium payment due to a Direct Debit Instruction being cancelled (notice will be sent to your last known address allowing you an opportunity to rectify the situation by reinstating the previous Direct Debit instruction, providing a new Direct Debit instruction or by providing the full outstanding premium).

We will refund part of your premium on a pro rata basis. You must send us your certificate of motor insurance for us to proceed with the cancellation.

# Policy conditions that apply to all of this policy - continued

- 9 If the law of any country in which you are covered by this policy says we must settle a claim which we would not otherwise have paid we can ask you or the person who incurred the liability to pay us that amount.
- 10 If **you** do not pay a premium **we** will not provide cover from the date the premium was due.
- 11 Under Part A2 of **your** policy, in respect of a claim(s) arising out of damage to property caused by or in connection with **your motorcycle**, **we** may at any time:
  - pay to you the amount of indemnity provided by this policy to a maximum of £20 million (after deduction of payments already made); or
  - pay any less amount for such claim(s) to be settled.
     From the date of such payment we shall relinquish control of the negotiations and legal proceedings in connection with such claim(s) and we shall be under no further liability except for costs and expenses incurred with our written consent prior to the date of such payment.
- 12 If **your motorcycle** is damaged and is uneconomical to repair (written off) and **we** agree to settle **your** claim on that basis **you** will still owe **us** the full annual premium as **we** will have met all **our** responsibilities to **you** under this policy. All cover will cease and **you** must send **us** any documentation that **we** require.

- 13 During the period of your policy, you must tell us about any changes which may affect your cover. If you fail to do so, your policy may not be valid and we may not pay your claim. For example:
  - any event that could lead to a claim under this policy (whether claimed for or not);
  - you want to change the riders insured under this policy;
  - you move house or change the place you keep your motorcycle;
  - you expect to do fewer or more miles each year;
  - your name changes (for example, by marriage);
  - you change your motorcycle or the owner of your motorcycle changes;
  - you change what you use your motorcycle for (for example, you start using it for business purposes);
  - **you** get a new job (full or part-time) or take on a second job;
  - **you** make changes to **your motorcycle** (including fitting security devices); or
  - you develop any physical or mental problem that affects your ability to ride.

This is not a full list. If **you** are not sure whether **you** need to tell **us** about a change in circumstances, tell **us** anyway. When **you** renew **your** policy **you** must tell **us** about:

- any of the changes above;
- if you or any rider has received any motoring conviction, including fixed penalties; and
- if **you** or any rider has received any criminal convictions, cautions or fines.

**You** or any rider do not need to disclose any conviction regarded as spent under the Rehabilitation of Offenders Act.

# A guide to making a claim

# If you are involved in an accident or your motorcycle is stolen

Call Onecall on **0845 126 2599** as soon as possible after the incident has occurred. Assistance is available on this number 24 hours a day.

# The information you will need to provide to us:

- your policy/certificate number;
- your personal details and those of the rider; and

• full details of the incident and any other parties involved. **We** will validate **your** claim and discuss with **you** how **your** claim will be progressed.

## **Getting your motorcycle Repaired**

If **your motorcycle** needs to be repaired **we** have a nationwide network of approved repairers who can arrange to start work on **your** damaged **motorcycle** with minimum delay. Simply call Onecall and **we** will contact the nearest approved repairer for **you**. Collection and redelivery to **your** home can be arranged if required. Under **our** approved repairer scheme there is no need for **you** to obtain repair estimates.

Approved repairers have been specially chosen by **us** to ensure a high standard of service and provide high quality repair work, with a three year warranty. Their quality is constantly under review by **our** own team of engineers.

# When repairs are complete

The repairer will let **you** know when **your motorcycle** repairs are complete. When **you** collect **your motorcycle** or when it is delivered to **you**, **you** will need to pay the repairer any policy **excess** or contribution which may be applicable.

# If your motorcycle is a total loss

If **your motorcycle** cannot be repaired or the repair costs exceed the **market value** of the **motorcycle** it will be declared a total loss.

Once this is determined, **we** will immediately move **your motorcycle** to a place of free storage so please make sure that, wherever possible, all **your** personal effects are removed from **your motorcycle**.

**You** should be aware all total loss claims are placed on an industry-wide register to protect against fraud, and this information is shared between insurance companies. Before a settlement can be made **you** will need to provide us with the following documents:

- your certificate of motor insurance;
- the vehicle registration document (V5);
- the MOT test certificate (if applicable);
- all sets of keys;
- the motorcycle purchase receipt;
- details of any outstanding finance relating to the motorcycle; and
- any other documentation that you may wish us to take into account when valuing your motorcycle such as the motorcycle's servicing history.

Sending the documents to **us** direct will avoid any unnecessary delay in issuing **your** settlement cheque. Once an engineer has assessed the market value we will contact **you** to agree a valuation of **your motorcycle** subject to the deduction of any applicable policy **excess**, any outstanding finance and any premium yet to be paid. Please note that in such circumstances, **you** still owe **us** the full annual premium as **we** have met all **our** responsibilities to **you** under the policy.

Once **you** have accepted this amount and subject to all information and documentation being in order, **we** will issue **you** with a cheque.

Please note that for reasons of safety and to prevent fraud, **we** actively discourage the retention of motorcycles declared a total loss, by policyholders. **We** are therefore unable to offer any further cover on such motorcycles and all such requests will be declined.

# If your motorcycle is stolen

If **your motorcycle** is stolen and recovered with damage, it will either be repaired or a total loss payment made in the manner already described. If the **motorcycle** is not recovered this will also be treated as a total loss. **We** may arrange for an Ageas Insurance representative to visit **you** to help **us** with **our** investigation of theft claims.

# If a third party is involved

**Do not admit liability**. Obtain names, addresses and telephone numbers of those involved (eg. drivers, passengers, pedestrians and witnesses). Please also obtain insurance details for any vehicle(s) involved and offer **your** insurance details to anyone involved in the accident. Forward any third party correspondence to ourselves unanswered. Do not attempt to deal with any claim yourself unless agreed by **us**.

# A guide to making a claim - continued

# **General information**

#### Cherished or personalised number plates

If **your motorcycle** is stolen and not recovered or rendered a total loss **you** should contact the DVLA at the earliest opportunity to make the necessary arrangements to transfer the plate to a replacement **motorcycle**. Failure to do so could delay **your** claim.

#### **Uninsured loss recovery**

When making a claim any costs incurred which are not included under **your** policy, such as the **excess**, are known as 'uninsured losses'. If **you** are not at fault then **you** may be entitled to recover these from the known third party. **You** may have separate cover to assist in this recovery. Check **your** documentation or contact the third party or their insurers directly for reimbursement.

# **Privacy notice**

Please read this notice carefully as it contains important information about **our** use of **your** personal information. In this notice, **we** and **us** and **our** mean Ageas Insurance Limited. **Your** personal information means any information **we** hold about **you** and any information **you** give **us** about anyone else.

You should show this notice to anyone else insured or proposed to be insured to drive **your motorcycle** under **your** policy as it will also apply to them. It explains how **we** use all the information **we** have about **you** and the other people insured under **your** policy.

Please note that if **you** give **us** false or inaccurate information this could give **us** the right to avoid **your** insurance policy or it could impact **your** ability to claim.

# **Sensitive information**

Some of the personal information that **we** ask **you** to provide is known as "sensitive personal data". This will include information relating to health issues, race, religion and any criminal convictions. **We** need to use sensitive personal data to provide **you** with quotes, arrange and manage **your** policy and to provide the services described in **your** policy documents (such as dealing with claims).

# How we use your personal information

We are part of the Ageas group of companies. We may share your personal information with other companies in the group for any of the purposes set out in this notice. If you want to know more about the Ageas group please go to www.ageas.co.uk.

We will use your personal information to arrange and manage your insurance policy, including handling underwriting and claims and issuing renewal documents and information to you or your insurance adviser. We will also use your personal information to assess your insurance application and provide information to credit reference agencies.

We may research, collect and use data about you from publically available sources including social media and networking sites. We may use this data for the purposes set out in this notice, including fraud detection and prevention. We may have to share your personal information with other insurers, statutory bodies, regulatory authorities, our business partners or agents providing services on our behalf and other authorised bodies. We will share your personal information with others:

- if **we** need to do this to manage **your** policy with **us** including settling claims
- for underwriting purposes, such as assessing Your application, arranging Your policy and at renewal stage including;
  - providing your (or any person included on the proposal) driving licence number to the DVLA to confirm licence status, entitlement and relevant restriction information and endorsement/conviction data. Searches may be carried out prior to and at any point during your insurance policy including any mid-term adjustment and renewal stage.
     (For details relating to information held about you by the DVLA please visit www.MyLicence.org.uk)
  - search your (or any person included on the proposal) 'No Claims Discount' ("NCD") details against a No Claims Discount database to obtain information in relation to your NCD entitlement. Such searches may be carried out against driving licence number, name, date of birth, Vehicle Registration Mark ("VRM") and or postcode. (A search of the driving licence number with the DVLA or against the NCD Database should not show a footprint against the driving licence.)
- for management information purposes;
- to prevent or detect crime, including fraud (see below);
- if we are required or permitted to do this by law (for example, if we receive a legitimate request from the police or another authority); and/or
- if you have given us permission.

**You** can ask for further information about **our** use of **your** personal information. If **you** require such information, please write to the Data Protection Officer at the address set out below.

# Preventing and detecting crime

We may use **your** personal information to prevent crime. In order to prevent and detect crime **we** may:

check your personal information against our own databases;

# Privacy notice - continued

- share it with fraud prevention agencies. Your personal information will be checked with and recorded by fraud prevention agencies. Other companies within the financial services industry may also search such fraud prevention agencies when you make an application to them for financial products (including credit, savings, insurance, stockbroking or money transmission services). If such companies suspect fraud, we will share your relevant personal information with them. The information we share may be used by those companies when making decisions about you. You can find out which fraud prevention agencies are used by us by writing to our Data Protection Officer at the address set out below.;
- share it with operators of registers available to the insurance industry to check information and prevent fraud. These include the Claims and Underwriting Exchange Register administered by Insurance Database Services Ltd and the Motor Insurance Anti-Fraud and Theft Register.
   We may pass information relating to your insurance policy and any incident (such as an accident, theft or loss) to the operators of these registers, their agents and suppliers; and/or
- share it with the Motor Insurance Database (MID) which may be used to establish whether a driver is insured to drive a vehicle and/or for preventing or detecting crime. If you are involved in an accident in the UK or abroad, the MID may be searched to obtain relevant policy information. You can find out more at www.mib.org.uk
- undertaking searches against Your (or any person included on the proposal) driving licence number against details held by the DVLA to confirm Your licence status, entitlement and restriction information and endorsement/conviction data.
- search your (or any person included on the proposal) NCD details against a No Claims Discount database to obtain information in relation to your NCD entitlement. Such searches may be carried out against your (or the relevant person included on the proposal) driving licence number , name, date of birth, Vehicle Registration Mark ("VRM") and or postcode.

# Dealing with others on your behalf

To help **you** manage **your** insurance policy, subject to answering security questions, **we** will deal with **you** or **your** husband, wife or partner or any other person whom **we** reasonably believe to be acting for **you** if they call **us** on **your** behalf in connection with **your** policy or a claim relating to **your** policy. For **your** protection only **you** can cancel **your** policy or change the contact address.

# Marketing

We may use your personal information and information about your use of our products and services to carry out research and analysis.

We will only use **your** personal information to market **our** products and services to **you** if **you** agree to this.

# Monitoring and recording

We may record or monitor calls for training purposes, to improve the quality of **our** service and to prevent and detect fraud. We may also use CCTV recording equipment in and around **our** premises.

# **Further information**

**You** are entitled to receive a copy of any of **your** personal information **we** hold. If **you** would like to receive a copy, or if **you** would like further information on, or wish to complain about, the way that **we** use personal information, please write to the Data Protection Officer at Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA giving **your** name, address and insurance policy number. **We** may charge **you** a small fee for this.

If we change the way that we use your personal information, we will write to you to let you know. If you do not agree to that change in use, you must let us know as soon as possible.

# What to do if you have an accident

If **you** are involved in an accident or **your motorcycle** is stolen call Onecall on **0845 126 2599** – assistance is available on this number 24 hours a day.

The following guidelines will help **us** to help **you** with **your** claim.

# 1 Stop

If **you** have an accident with:

- another vehicle;
- a pedestrian;
- an animal (livestock);
- a dog; or
- another person's property.

You must stop at once.

### 2 Exchange all details

Important information is:

- the names and addresses of all those involved (including those of any witnesses);
- insurance company details (including policy numbers if known); and
- registration numbers of the vehicles involved.

## **3 Show your certificate of motor insurance**

- If someone is injured in the accident, you must show our certificate of motor insurance to anyone who has a good reason for asking to see it.
- You must also report the matter to the police within 24 hours of the incident, and also show them your certificate of motor insurance.

# 4 Do not admit blame or offer any payment

Accidents are stressful, but it is essential that **you** do not admit blame, or make any offer of payment. This is due to the fact that it could make it more difficult for **us** to manage **your** claim and may also affect **your** rights.

# **5 Record all the facts**

Record all the facts of the accident as soon as possible, regardless of how trivial the incident may seem at the time – they may help prove **your** case.

- A rough sketch of the scene showing all the positions of the vehicles involved, the road signs, markings, width, skid marks, obstructions, where the incident happened and the road names can help.
- A note of the weather conditions, visibility and conditions of the road is also useful.

 If you have a camera handy, all the better – take a photograph of the accident scene and any damage.

### 6 Letters and documents

All letters and documents **you** receive to do with the incident should be forwarded to **us** unanswered.

### 7 Theft

If **your motorcycle** is stolen, **you** should report the matter to the police as soon as possible.

### 8 Note

It will help speed up **your** claim if **you** have all **your** documents to hand, such as:

- · certificate of motor insurance;
- driving licence;
- registration document; and
- MOT certificate (if applicable).

We will then guide you through the claims process.

### What happens next is on page 13 entitled:

A guide to making a claim

#### Onecall 0845 126 2599

Note: It is important that **you** only use these numbers in connection with a claim.

If phoning from outside United Kingdom +4423 9220 5441.

To make a claim, call 0845 126 2599 Please add this number to your mobile phone

#### Ageas Insurance Limited

Registered office address Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA

Registered in England and Wales No 354568

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

